BILL NO. S-87-04-57

SPECIAL ORDINANCE NO. S-110-87

AN ORDINANCE approving the Contract for Res. 6084-87, Oxford NSA '87, between Rieth-Riley Construction Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Res. 6084-87, Oxford NSA '87, by and between Rieth-Riley Construction Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the improvement of sidewalks, curbs, drive approaches on: (1) DALMAN AVENUE from South Monroe to Warsaw and SOUTH MONROE STREET from Dalman to Colerick (BASE BID); (2) DALMAN AVENUE from South Monroe to Hanna (ALTERNATE I);

the Contract price is Eighty-Four Thousand Six Hundred Sixty-Three and 79/100 Dollars ($84,663.79), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-12-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING~~ MAP) ORDINANCE ~~(RESOLUTION)~~ NO. S-110-87 on the 12th day of May, 19 87,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of May, 19 87, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May, 19 87, at the hour of 11 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*
(Federally-Assisted Construction)

PROJECT: OXFORD NSA'87 RESOLUTION # 6084-87

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Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I11	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
X		Payment Bond
X		Warranty Bond
X		Barricade Information, Certification of Bidder/Vendor on Anti-Apartheid

Discount for Prompt Payment (See General Provisions Clause): 10 Calendar Days ___%; 20 Calendar Days ___%; 30 Calendar Days ___%; Other ___%

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

****

BID SUBMITTED
RIETH-RILEY

Contractor CONSTRUCTION CO., INC.

By _____
Les A Weber

Its Area Manager

Offer Date April 8, 1987

Compliance: J. Adams

Bidder agrees to keep bid open for acceptance for ____ days (90 days unless otherwise specified.)

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works

_____

_____

City of Fort Wayne
Mayor

O.C. 12/84

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

March 20, 1987

Federally-Assisted Construction

1. Submission of Bids. Sealed bids will be received by The Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock AM on the 8th day of APRIL, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RESOLUTION NO. 6084-87 OXFORD NSA'87

To improve by reconstructing Sidewalks, Curbs, Drive Approaches on:
1) Dalman Ave. from So. Monroe to Warsaw St. & South Monroe St. from Dalman to Colerick - BASE BID -
2) Dalman Ave. From So. Monroe to Hanna - ALTERNATE I

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidder's record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ____ percent (__%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

(a) Experience Questionnaire.
(b) Plan and Equipment Questionnaire, and
(c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Certification of Non-Segregated Facilities
(b) Non-Collusion Affidavit
☐ (c) Prequalification Statement
(d)
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of The Board, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____(cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

C. The undersigned commits 5 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Fox Contractors	Ft Wayne	Underground
2.		
3.		

D. The undersigned commits 1 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Statewide Const	Fort Wayne	haul
2.		
3.		

E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1.My Company cannot meet the participation goals for the following reasons: _____

_____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

_____

_____

(attach additional sheets as necessary)

Contractor RIETH-RILEY CONSTRUCTION CO., INC.	Contractor _____
By _____	By _____
Its Les A Weber Area Manager	Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

_____

_____

(attach additional sheets if necessary)

Contractor RIETH-RILEY CONSTRUCTION CO., INC.

By _____

Les A Weber

Its Area Manager

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.

16. Required Prevailing Wage Schedule Payments - Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

17. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form issued by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board:

☐ A. Payment Bond. In the amount of payments to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warranties the contractor performance for a period of three years after the date of the City acceptance.

20. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Board shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows _____

_____

_____

_____

_____

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of RIETH-RILEY CONSTRUCTION CO., INC., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of RIETH-RILEY CONSTRUCTION CO., INC., that HE does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 8th day of April, 1987.

RIETH-RILEY CONSTRUCTION CO., INC.
(Name of Bidder/Vendor)

(Name and Title of Person Signing)
Les A Weber, Area Manager

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Les A Weber (name), the Area Manager (position) of RIETH-RILEY CONSTRUCTION CO., INC. (company) hereby certify:

(1) That the Financial Statement of said company, dated the 14th day of January, 1987, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: April 8, 1987

Les A Weber (signature) Area Manager

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 8th day of April, 1987.

Daniel D. Kruse, Notary Public

My commission expires:

April 15, 1990

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we

RIETH-RILEY CONSTRUCTION CO., INC.

as Principal, hereinafter called the Principal, and the UNITED PACIFIC INSURANCE COMPANY of Federal Way, Washington, a corporation duly organized under the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto the Board of Public Works and Safety of the City of Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of Five percent (5%) of bid

Dollars ($),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Oxford NSA'87 - Res. No. 6084-87
Improvement by reconstructing sidewalks, curbs, drive approaches on Dalman Ave.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of April A.D. 1987

RIETH-RILEY CONSTRUCTION CO., INC.
(Principal) (Seal)

_____
(Witness)

_____
(Title)
Les A Weber, Area Manager

UNITED PACIFIC INSURANCE COMPANY

Eileen R. Roberts

Eileen R. Roberts, Attorney-in-Fact

BDU-2305 Ed. 5/81

UNITED PACIFIC INSURANCE COMPANY

HEAD OFFICE, FEDERAL WAY, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Thomas E. Purtell, Robert P. Stimpson and Eileen R. Roberts, individually, of Indianapolis, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII — EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

The power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signature of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such fascimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 5th day of January 1987

UNITED PACIFIC INSURANCE COMPANY

UNITED PACIFIC INSURANCE COMPANY CORPORATE SEAL 1928 WASHINGTON

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia ss.

On this 5th day of January, 1987, personally appeared Raymond MacNeil

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said company and the Resolution, set forth therein, are still in full force.

Lorraine E. Dorman Commonwealth of Pennsylvania Notary Public

My Commission Expires:

May 24, 1990

Notary Public in and for State of Pennsylvania

Residing at Philadelhia

I, Ray L. Lorah, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 8th day of April 1987

UNITED PACIFIC INSURANCE COMPANY CORPORATE SEAL 1928 WASHINGTON

Assistant Secretary

BDU-1431 Ed. 6/79

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and members

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

RIETH-RILEY CONSTRUCTION CO., INC.

By: [signature]

Les A Weber, Area Manager

Subscribed and sworn to before me by Les A Weber
this 8th day of April, 1987.

My Commission Expires:

April 15, 1990

[signature]
Notary Public Daniel D. Kruse
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Contract No.

RIETH-RILEY CONSTRUCTION CO., INC.

POST OFFICE BOX 477, GOSHEN, INDIANA 46526

Know all men by these Presents, that the Rieth-Riley Construction Co., Inc., a corporation organized under the laws of the State of Indiana, at a meeting of its board of directors on December 6, 1986 took the following action:

> "RESOLVED, that Leslie A. Weber, being an employee of the Corporation, shall have full power and authority for and on behalf of this Corporation to submit bids for and to execute in its name and stead any contract not exceeding $450,000.00 which calls for work, services or materials to be furnished by the Corporation, whether such contracts be public or private in nature, and any bids and contracts thus executed shall be binding upon the Corporation; and said Leslie A. Weber shall have full power and authority to execute bonds and all requisite instruments for the purpose of carrying out the provisions of this resolution; and this resolution shall remain in full force and effect until rescinded."

In witness whereof I have affixed my name as President.

RIETH-RILEY CONSTRUCTION CO., INC.

Dale E. Capon

Dale E. Capon
President

I certify that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors held December 6, 1986 which is in full force and effect.

Larry L. Jones

Larry L. Jones, Secretary
RIETH-RILEY CONSTRUCTION CO., INC.

State of Indiana)
) SS:
County of Allen)

Subscribed and sworn to before me by Dale E. Capon and Larry L. Jones, this 8th day of April, 1987.

My commission expires

April 15, 1990

Daniel D. Kruse

Daniel D. Kruse Notary Public

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: April 8, , 1987 RIETH-RILEY CONSTRUCTION CO., INC.
(Name of Bidder)

By _____
Les A Weber

Area Manager
Title

Official Address (including ZIP code):

1633 SR 327 N. County Line Rd.
Huntertown, IN 46748

It is the policy of RIETH-RILEY CONSTRUCTION CO., INC. that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy RIETH-RILEY CONSTRUCTION CO., INC. will not
(Company)

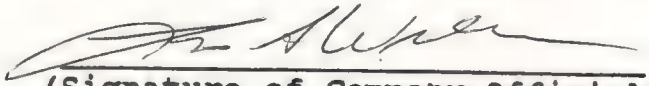
discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The RIETH-RILEY CONSTRUCTION CO., INC. will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

RIETH-RILEY CONSTRUCTION CO., INC.
(Name of Company)



(Signature of Company Official)
Les A Weber, Area Manager

April 8, 1987
(Date)

version 1: 5/1/85

ITEMIZED PROPOSAL

CONTRACTOR: RIETH-RILEY CONSTRUCTION CO., INC.

PROJECT: OXFORD NSA "87" (DAL. & MONROE) BASE BID RES. NO: 6084-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	CURB REMOVAL	1900	L.F.	2.25	4275.00
2	CONCRETE REMOVAL	1587	S.Y.	3.75	5951.25
3	CONC. SIDEWALK & YARDWALK 4"	10000	S.F.	2.00	20,000.00
4	CONCRETE WINGWALK 6"	600	S.F.	2.30	1380.00
5	CONC. DRIVE APPROACHES 6"	205	S.Y.	19.50	3997.50
6	CONC. ALLEY APPROACHES 8"	50	S.Y.	30.00	1500.00
7	CONC. CURB TYPE III	1825	L.F.	7.75	14143.75
8	ASPHALT PATCHING	1900	L.F.	1.00	1900.00
9	TOP SOIL	110	TON	12.00	1320.00
10	GRANDULAR FILL UNDER WALKS	160	TON	5.00	800.00
11	BACKFILL BEHIND CURBS	10	TON	12.00	120.00
12	FINE GRADE & SEED & FERTILIZER	1185	S.Y.	0.95	1125.75
13	TREE REMOVAL 0-24"	2	EA.	300.00	600.00
14	TREE REMOVAL 37" & OVER	1	E.A.	500.00	500.00
15	TREE REMOVAL 25" & 36"	1	E.A.	400.00	400.00
16	ADJUST CASTINGS	3	E.A.	150.00	450.00
17	CATCH-BASIN(S) ABANDONED	3	E.A.	250.00	750.00
18	NEW CATCH-BASIN TYPE I-C(IN PLACE)	3	E.A.	1400.00	4200.00

TOTAL: 63,413.25

Note: Contractor will be paid on measured quantities only at unit price bid

version 1: 5/1/85

ITEMIZED PROPOSAL

CONTRACTOR: RIETH-RILEY CONSTRUCTION CO., INC.

PROJECT: OXFORD NSA "87" ALT#1 (DALMAN)

RES. NO: 6084-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	CONCRETE REMOVAL Per K.O.	500	S.Y.	3.75	1875.00
2	CURB REMOVAL STREET 209	600	L.F.	2.25	1350.00
3	CONCRETE WALK 4"	2800	S.F.	2.00	5600.00
4	CONCRETE WINGWALK 6"	630	S.F.	2.30	1449.00
5	CONCRETE DRIVES	81	S.Y.	19.50	1579.50
6	CONCRETE ALLEY APPROACH 8"	30	S.Y.	30.00	900.00
7	CONCRETE CURB TYPE 111	550	L.F.	7.75	4262.50
8	ASPHALT PATCHING	630	L.F.	1.00	630.00
9	TOP SOIL	24	TON	12.00	288.00
10	BACKFILL BEHIND CURBS	30	TON	12.00	360.00
11	SEED, FERT., & MULCH	270	S.Y.	0.95	256.50
12	ADJUST CASTING	2	EA.	150.00	300.00
13	NEW CATCH BASIN TYPE I-C(IN PLACE)	1	EA.	1400.00	1400.00
14	TREE REMOVAL 36"& UP	2	E.A.	500.00	1000.00

TOTAL: 21,250.50

Note: Contractor will be paid on measured quantities only at unit price bid

IMPROVEMENT RESOLUTION

NO.6084-87

OXFORD NSA'87

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by reconstructing Sidewalks, Curbs, Drive Approaches on:

1) DALMAN AVENUE from South Monroe to Warsaw
SOUTH MONROE STREET from Dalman to Colerick
(BASE BID)

2) DALMAN AVENUE from South Monroe to Hanna
(ALTERNATE I)

This project also known as OXFORD NSA'87

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by Community Development & Planning Department from their Community Development Block Grant Funds.

Adopted, this 18th day of March, 1987.

BOARD OF PUBLIC WORKS & SAFETY

[signature]

Cosette R. [signature]

[signature]

ATTEST: Helen V. Gochenour
Secretary and Clerk

NAME: OXAL"1

BID TAB DATE: 4-8--87

PROJ:OXFORD "87" ALT.#1 (DALMAN AVE.) RES. NO: 6084-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: GAINES CONST. CO. UNIT COST ($)	GAINES CONST. CO. AMOUNT ($)	BIDDER: REITH-RILEY CONST. CO. UNIT COST ($)	REITH-RILEY CONST. CO. AMOUNT ($)	BIDDER: JOHN DEHNER, INC. UNIT COST ($)	JOHN DEHNER, INC. AMOUNT ($)	BIDDER: HIPSKIND CONCRETE UNIT COST ($)	HIPSKIND CONCRETE AMOUNT ($)	BIDDER: TOMCO CONST. CO. UNIT COST ($)	TOMCO CONST. CO. AMOUNT ($)
1	CONCRETE REMOVAL	500	S.Y.	5.00	2500.00	4.00	2000.00	3.75	1875.00	27.00	13500.00	3.74	1872.00	4.00	2000.00
2	CURB REMOVAL	600	L.F.	3.00	1800.00	2.50	1500.00	2.25	1350.00	2.50	1500.00	2.80	1680.00	5.00	3000.00
3	CONCRETE WALK 4"	2800	S.F.	2.25	6300.00	1.95	5460.00	2.00	5600.00	2.20	6160.00	2.10	5880.00	2.00	5600.00
4	CONCRETE WINGWALK 6"	630	S.F.	2.80	1764.00	2.60	1633.00	2.30	1449.00	2.80	1764.00	2.56	1612.80	2.50	1575.00
5	CONCRETE DRIVES	81	S.Y.	20.00	1620.00	22.00	1782.00	19.50	1579.50	19.90	1611.90	23.50	1903.50	22.00	1782.00
6	CONCRETE ALLEY APPROACH 8"	30	S.Y.	25.00	750.00	28.00	840.00	30.00	900.00	24.00	720.00	25.00	750.00	24.00	720.00
7	CONCRETE CURB TYPE 111	550	L.F.	10.00	5500.00	9.00	4950.00	7.75	4262.50	10.50	5775.00	9.15	5032.50	10.00	5500.00
8	ASPHALT PATCHING	630	L.F.	1.00	630.00	0.01	6.30	1.00	630.00	0.50	315.00	1.00	630.00	1.00	630.00
9	TOP SOIL	24	TON	10.00	240.00	0.01	0.24	12.00	288.00	6.50	156.00	10.00	240.00	10.00	240.00
10	BACKFILL BEHIND CURBS	30	TON	5.00	150.00	0.01	0.30	12.00	360.00	6.40	192.00	9.00	270.00	10.00	300.00
11	SEED, FERT., & MULCH	270	EA.	2.00	540.00	3.00	810.00	0.95	256.50	1.10	297.00	1.25	337.50	0.50	135.00
12	ADJUST CASTING	2	EA.	225.00	450.00	50.00	100.00	150.00	300.00	165.00	330.00	110.00	220.00	70.00	140.00
13	NEW CATCH BASIN TYPE I-D(IN PLACE)	1	EA.	1500	1500.00	1750.00	1750.00	1400.00	1400.00	1200.00	1200.00	1700.00	1700.00	2000	2000.00
14	TREE REMOVAL 36"% UP	2	E.A.	400	800.00	450.00	900.00	500.00	1000.00	450.00	900.00	575.00	1150.00	500	1000.00
				TOTAL:	$24,544.00	TOTAL:	$21,736.84	TOTAL:	$21,250.50	TOTAL:	$34,420.90	TOTAL:	$23,278.30	TOTAL:	$24,622.00
						% over	0.00%	% over	0.00%	% over	28.69%	% over	0.00%	% over	0.32%
						% under	11.44%	% under	13.42%	% under	0.00%	% under	5.16%	% under	0.00%

NAME: OXFORD7

BID TAB DATE: 4-8-87

PROJ OXFORD NSA 87 (DAL. & MONROE) RES. NO: 6084-87

ITEM NO.	ITEM	QUANTITY	UNIT	ENGINEER'S ESTIMATE UNIT COST ($)	ENGINEER'S ESTIMATE AMOUNT ($)	BIDDER: GAINES CONST. CO. INC. UNIT COST ($)	GAINES CONST. CO. INC. AMOUNT ($)	BIDDER: KEITH-RILEY CONST. CO. UNIT COST ($)	KEITH-RILEY CONST. CO. AMOUNT ($)	BIDDER: JOHN DEHNER, INC. UNIT COST ($)	JOHN DEHNER, INC. AMOUNT ($)	BIDDER: HIPSKIND CONCRETE UNIT COST ($)	HIPSKIND CONCRETE AMOUNT ($)	BIDDER: TOMCO CONST. CO., INC. UNIT COST ($)	TOMCO CONST. CO., INC. AMOUNT ($)
1	CURB REMOVAL	1900	L.F.	3.00	5700.00	2.50	4750.00	2.25	4275.00	2.00	3800.00	2.80	5320.00	4.00	7600.00
2	CONCRETE REMOVAL	1587	S.Y.	5.00	7935.00	3.25	5157.75	3.75	5951.25	3.00	4761.00	3.75	5951.25	5.00	7935.00
3	CONC. SIDEWALK & YARDWALK 4"	10000	S.F.	2.25	22500.00	1.90	19000.00	2.00	20000.00	2.14	21400.00	2.10	21000.00	2.00	20000.00
4	CONCRETE WINGWALK 6"	600	S.F.	2.80	1680.00	2.60	1560.00	2.30	1380.00	2.80	1680.00	2.56	1536.00	2.50	1500.00
5	CONC. DRIVE APPROACHES 6"	205	S.Y.	20.00	4100.00	21.00	4305.00	19.50	3997.50	19.90	4079.50	23.50	4817.50	22.00	4510.00
6	CONC. ALLEY APPROACHES 8"	50	S.Y.	25.00	1250.00	26.00	1300.00	30.00	1500.00	23.50	1175.00	25.00	1250.00	24.00	1200.00
7	CONC. CURB TYPE III	1825	L.F.	10.00	18250.00	9.00	16425.00	7.75	14143.75	9.50	17337.50	9.15	16698.75	10.00	18250.00
8	ASPHALT PATCHING	1900	L.F.	1.00	1900.00	0.01	19.00	1.00	1900.00	0.30	570.00	1.00	1900.00	1.00	1900.00
9	TOP SOIL	110	TON	10.00	1100.00	0.01	1.10	12.00	1320.00	6.55	720.50	10.00	1100.00	10.00	1100.00
10	GRANULAR FILL UNDER WALKS	160	TON	5.00	800.00	5.00	800.00	5.00	800.00	7.10	1136.00	8.50	1360.00	6.00	960.00
11	BACKFILL BEHIND CURBS	10	TON	5.00	50.00	0.01	0.10	12.00	120.00	6.40	64.00	9.00	90.00	10.00	100.00
12	FINE GRADE & SEED & FERTILIZER	1185	S.Y.	2.00	2370.00	2.00	2370.00	0.95	1125.75	1.10	1303.50	1.25	1481.25	0.50	592.50
13	TREE REMOVAL 0-24"	2	EA.	250.00	500.00	250.00	500.00	300.00	600.00	375.00	750.00	400.00	800.00	350.00	700.00
14	TREE REMOVAL 37" & OVER	1	E.A.	400.00	400.00	350.00	350.00	500.00	500.00	450.00	450.00	575.00	575.00	500.00	500.00
15	TREE REMOVAL 25" & 36"	1	E.A.	295.00	295.00	350.00	350.00	400.00	400.00	510.00	510.00	450.00	450.00	400.00	400.00
16	ADJUST CASTINGS	3	E.A.	225.00	675.00	50.00	150.00	150.00	450.00	165.00	495.00	110.00	330.00	70.00	210.00
17	CATCH-BASIN(S) ABANDONED	3	E.A.	500.00	1500.00	300.00	900.00	250.00	750.00	300.00	900.00	170.00	510.00	200.00	600.00
18	NEW CATCH-BASIN TYPE I-C(IN PLACE)	3	E.A.	1500.00	4500.00	1750.00	5250.00	1400.00	4200.00	1200.00	3600.00	1700.00	5100.00	2000.00	6000.00
				TOTAL:	$75,505.00	TOTAL:	$62,187.95	TOTAL:	$63,413.25	TOTAL:	$64,732.00	TOTAL:	$70,269.75	TOTAL:	$74,057.50
						% over	0.00%	% over	0.00%	% over	0.00%	% over	0.00%	% over	0.00%
						% under	16.31%	% under	16.01%	% under	14.27%	% under	6.93%	% under	1.92%

NAME: OXFOR87

BID TAB	DATE: 4-8-87		BIDDER:		BIDDER:		BIDDER:		BIDDER:		BIDDER:	
PROJ OXFORD NSA 87 (DAL. & MONROE)	RES. NO:	6084-87	GAINES CONST. CO. INC.		REITH-RILEY CONST. CO.		JOHN DEHNER, INC.		HIPSKIND CONCRETE		TOMCO CONST. CO., INC.	
	TOTBASE:	$75,505.00	TOTBASE:	$63,187.95	TOTBASE:	$63,413.25	TOTBASE:	$64,732.00	TOTBASE:	$70,269.75	TOTBASE:	$74,057.50
	TOTALT :	$24,544.00	TOTALT :	$21,736.84	TOTALT :	$21,250.50	TOTALT :	$34,420.90	TOTALT :	$23,276.30	TOTALT :	$24,622.00
	TOTAL:	$100,049.00	TOTAL:	$84,924.79	TOTAL:	$84,663.75	TOTAL:	$99,152.90	TOTAL:	$93,543.05	TOTAL:	$98,679.50
			% over	0.00%	% over	0.00%	% over	0.00%	% over	0.00%	% over	0.00%
			% under	15.12%	% under	15.38%	% under	0.90%	% under	6.50%	% under	1.37%

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 6084-87, Oxford NSA'87

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OR ORDINANCE The Contract for Res. 6084-87, Oxford NSA '87, is for the improvement of Sidewalks, Curbs, Drive Approaches on

1) DALMAN AVENUE from South Monroe to Warsaw
SOUTH MONROE STREET from Dalman to Colerick (BASE BID)

2) DALMAN AVENUE from South Monroe to Hanna (ALTERNATE I)

RIETH-RILEY CONSTRUCTION COMPANY IS THE CONTRACTOR

S-87-04-57

EFFECT OF PASSAGE Improvement of above area

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $84,663.79

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-57

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Res. 6084-87, Oxford NSA, '87, between Rieth-Riley Construction Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
Janet G. Bradbury	JANET G. BRADBURY VICE CHAIRPERSON	
	PAUL M. BURNS	
	JAMES S. STIER	
Charles B. Redd	CHARLES B. REDD	

CONCURRED IN 5-12-87

SANDRA E. KENNEDY
CITY CLERK